

ARTICLE VIII
CONTROLLED UNCLASSIFIED INFORMATION

8.1 Except as otherwise provided in this Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this Agreement and any of its PAs shall be controlled as follows:

- 8.1.1 such information shall be used only for the purposes authorized for use of Project Information as specified in Article VII (Disclosure and Use of Technical and Project Information);
- 8.1.2 access to such information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1, and shall be subject to the provisions of Article XI (Third Party Sales and Transfers); and
- 8.1.3 each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 8.1.2, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2 To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information.

8.3 Controlled Unclassified Information provided or generated pursuant to this Agreement and any of its PAs shall be handled in a manner that ensures control as provided for in paragraph 8.1.

8.4 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure that the Contractors are legally bound to control such information in accordance with the provisions of this Article.

ARTICLE IX

CHANNELS OF COMMUNICATION AND VISITS

9.1 The exchanges of Technical Information contemplated by this Agreement will primarily take the form of annual visits by a team of technical experts from one of the Parties to the other Party. Each Party will host the other Party on a biennial basis, alternating between the Parties every year. Further exchanges may take place through secondary contact in the form of direct communication between the technical experts of the Parties, so long as all Technical Information exchanged in this manner is authorized by the MAs and exchanged in accordance with the provisions of this Article.

9.2 Only those MAs specified in this Agreement are authorized to exchange Controlled Unclassified Information related to this Agreement on behalf of the ADs. Technical Information of this nature exchanged between the Parties shall be forwarded by MAs to their counterparts via government channels for appropriate dissemination. Technical Information that is not Controlled Unclassified Information may be exchanged through secondary contacts, but only as authorized by the MAs specified in this Agreement.

9.3 Each Party shall permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractor(s), provided that the visit is authorized by both Parties and the employees have any necessary and appropriate security clearances and a need to know.

9.4 All visiting personnel shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

9.5 Requests for visits by personnel of one Party to MAs or Establishments of the other Party shall be coordinated through official channels, and shall conform to the established visit procedures of the host country. Requests for visits shall include a proposed list of topics to be discussed. When requests for visits also include visits to contractor facilities of the host country, such requests will comply with that country's contractor visit procedures. Requests for visits shall bear the name of this Agreement.

9.6 Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

ARTICLE X

SECURITY

10.1 No Classified Information shall be provided or exchanged under this Agreement.

ARTICLE XI

THIRD PARTY SALES AND TRANSFERS

11.1 The Parties shall not sell, transfer title to, disclose, or transfer possession of Project Foreground Information or any item produced either wholly or in part from Project Foreground Information to any Third Party without the prior written consent of the other Party's government. Furthermore, neither Party shall permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the other Party's government. Such consent shall not be given unless the government of the intended recipient confirms in writing with the other Party that it will:

- 11.1.1 not retransfer, or permit the further retransfer of, any information provided; and
- 11.1.2 use, or permit the use of, the information provided only for the purposes specified by the Parties.

11.2 A Party shall not sell, transfer title to, transfer possession of, or otherwise disclose Technical Information or Project Background Information to any Third Party without the prior written consent of the Party that provided such information. The providing Party shall be solely responsible for authorizing any Third Party sales or transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

ARTICLE XII

LIABILITY AND CLAIMS

12.1 For liability arising out of, or in connection with, activities carried out in the performance of official duty in the execution and for the benefit of this Agreement, the following provisions will apply.

12.2 Each Party waives all claims against the other Party for injury to or death of its personnel and for damage to or loss of its property caused by such personnel (not including Contractors) of the other Party.

12.3 Claims, other than contractual claims, not covered by paragraphs 12.1 and 12.2 (such as those relating to unauthorized use of Controlled Unclassified Information) will be dealt with by each Party in accordance with its national laws and applicable international arrangements.

12.4 Claims arising under any Contract awarded pursuant to Article VI (Contracting Provisions) will be resolved in accordance with the provisions of the Contract. The Parties will not indemnify Contractors against liability claims by any other persons.

ARTICLE XIII

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

13.1 Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under each PA under this Agreement.

13.2 Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Party in whose country they are levied shall bear such costs.

13.3 If it is necessary to levy duties in order to comply with European Union (EU) laws, regulations, or policies, then these duties shall be met by the EU member. To this end, parts of the components of the equipment coming from outside the EU will proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties shall be levied as a cost over and above the EU member Party's shared cost of the PA.

ARTICLE XIV
SETTLEMENT OF DISPUTES

14.1 Disputes between the Parties arising under or relating to this Agreement and any of its PAs shall be resolved only by consultation between the Parties.

ARTICLE XV

LANGUAGE

15.1 The working language for this Agreement and its PAs will be the English language.

15.2 All data and information generated under this Agreement and its PAs and provided by one Party to the other Party will be furnished in the English language.

ARTICLE XVI

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

16.1 All activities of the Parties under this Agreement shall be carried out in accordance with their national laws. The obligations of the Parties shall be subject to the availability of funds for such purposes.

16.2 In the event of a conflict between an article of this Agreement and any annex to this Agreement, the article shall control.

16.3 In the event of a conflict between the terms of this Agreement and any PA agreed to under its auspices, the Agreement shall govern.

16.4 This Agreement and its PAs may be amended by the mutual written consent of the Parties. Annexes to the PAs may be amended by mutual written consent of the POs. Annexes to this Agreement may be amended by the mutual written consent of the ADs.

16.5 This Agreement and its PAs may be terminated at any time by the written consent of the Parties. In the event both Parties consent to terminate this Agreement, or decide to terminate any PA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

16.6 Either Party may terminate this Agreement or any of its PAs upon 90 days written notice of its intent to terminate to the other Party. Such notice shall be the subject of immediate consultation by the ADs, or their designated representatives, to decide upon the appropriate course of action to conclude the activities under this Agreement and the subject of immediate consultation by the MAs to discuss how to conclude any terminated PAs. In the event of such termination, the following rules apply:

- 16.6.1 the terminating Party shall continue participation, financial or otherwise, in all PAs subject to the notice of termination, up to the effective date of termination;
- 16.6.2 Each Party shall be responsible for its own Project-related costs associated with termination of the Project;
- 16.6.3 All Project Information and rights therein received under the provisions of this Agreement or PAs prior to termination of the Agreement or its PAs shall be retained by the Parties, subject to the provisions of this Agreement and its PAs; and
- 16.6.4 Specific PA termination provisions consistent with this article may be established in the PA.

16.7 The respective rights and obligations of the Parties regarding Article VII (Disclosure and Use of Technical and Project Information), Article VIII (Controlled Unclassified Information), Article X (Security), Article XI (Third Party Sales and Transfers), Article XII (Liability and Claims) and this Article XVI (Amendment, Termination Entry Into Force, and Duration) shall continue notwithstanding termination or expiration of this Agreement and any of its PAs.

16.8 This Agreement, which consists of sixteen (16) Articles and one Annex, shall enter into force upon signature by both Parties and shall remain in force for 15 years unless terminated by either Party. It may be extended by written agreement of the Parties. All PAs shall terminate upon the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

DONE, in duplicate, in the English language.

FOR THE UNITED STATES ARMY
CORPS OF ENGINEERS OF THE
UNITED STATES OF AMERICA

FOR THE MINISTRY OF TRANSPORT,
PUBLIC WORKS AND WATER
MANAGEMENT, DIRECTORATE
GENERAL RIJKSWATERSTAAT,
OF THE NETHERLANDS

John Paul Woodley Jr.
Signature

Signature

John Paul Woodley Jr.
Name

L. H. Keijts
Name

Assistant Secretary of the Army
Title

Director General Rijkswaterstaat
Title

July 26, 1964
Date

Date

The Hague, Netherlands
Location

The Hague, Netherlands
Location